

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

DISTRICT COURT
FILED

OCT 15 2013

Case No. SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA, TULSA COUNTY

Judge

CJ-2013 04760

WILLIAM CASH

Plaintiff,

vs.

FARMERS INSURANCE COMPANY,
INC., a foreign for profit insurance
corporation,

Defendant.

PETITION

E. Mark Barcus

COMES NOW the Plaintiff, William Cash ("Cash") by and through his counsel of record, Riggs, Abney, Neal, Turpen, Orbison & Lewis by Thomas M. Askew, and for his claims against the defendant, hereby states as follows:

I. PARTIES, JURISDICTION AND VENUE

- 1.1 Cash is an individual residing in Osage County, Osage County, Oklahoma.
- 1.2 Farmers Insurance Company, Inc., ("Farmers") is a foreign for profit insurance corporation, and was, during relevant times, transacting insurance business in Tulsa County, Oklahoma.
- 1.3 This action arises from a contract of insurance which was entered into in Tulsa County, Oklahoma.
- 1.4 This Court has jurisdiction over the parties and subject matter and venue is proper.



II. BACKGROUND FACTS

2.1 At all times relevant hereto, Cash was insured through Farmers pursuant to Policy No. 95018-34-51 (the "Insurance Policy").

2.2 The Insurance Policy provided coverage to Cash for loss to his personal residence at 714 Martin Cir., Sand Springs, Oklahoma, Osage County, Oklahoma 74063-7005 and specifically provided coverage for damages caused by a failure of the plumbing system in the Cash's personal residence

2.3 On October 17, 2012, Cash incurred plumbing related damage to his residence. Following the occurrence of the covered peril, Cash properly notified Farmers and submitted claims for insurance benefits pursuant to the terms and conditions of the Insurance Policy.

2.4 For months following Cash submitting his covered claims, Farmers failed to promptly investigate and pay Cash's covered claims, losses and damages, and engaged in unreasonable delay in adjusting Cash's covered claims, losses and damages.

2.5 With respect to the claim made, Cash complied with all provisions of the policy, yet Farmers's conduct evidenced a total failure on its part to deal fairly and in good faith with Cash.

III. CLAIMS FOR RELIEF

3.1 By failing to pay Cash's insurance claim Farmers has breached the terms of the Insurance Policy.

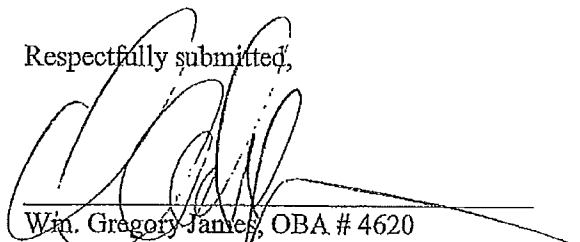
3.2 By failing to fairly and promptly investigate and pay Cash's covered claims, losses and damages, by its unreasonable delays in adjusting Cash's covered claims, losses and damages, and by its patently unreasonable refusal to pay insurance due for the repairs to Cash's home, Farmers has breached its duty to act in good faith and to deal fairly with Cash.

3.3 As a result of Farmers's breach of contract and its tortious breach of the duty of good faith and fair dealing, Cash has suffered financial harm, mental and emotional harm and distress, damage to his reputation and economic loss for which he should be awarded actual damages in an amount in excess of \$75,000.00.

3.4 Farmers's actions were intentional, malicious, reckless and grossly negligent and were in disregard of the rights of Cash justifying an award of punitive damages to him in an amount in excess of \$75,000.00.

WHEREFORE, William Cash prays for judgment against Farmers Insurance Company, Inc., for compensatory damages in an amount in excess of \$75,000.00 (an amount in excess of the amount required for diversity jurisdiction pursuant to 1332 of Title 28 of the United States Code) and for punitive damages in an amount in excess of \$75,000.00, together with statutory interest, costs, attorneys fees and all such other relief as the court may deem equitable and proper.

Respectfully submitted,



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